



UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

**Caption in Compliance with
D.N.J.LBR 9004-1**

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Formed in the State of Florida

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Attorney for Creditor

Order Filed on April 29, 2020
by Clerk
U.S. Bankruptcy Court
District of New Jersey

In re:

Arkeith J. Smith, Sr.

Cyntrina S. Hall-Smith

aka Jerome Lane

Debtor.

Chapter: 13

Case No.: 19-21795-MBK

Hearing Date: April 22, 2020

Judge: Michael B. Kaplan

CONSENT ORDER RESOLVING MOTION TO VACATE AUTOMATIC STAY

The relief set forth on the following pages is hereby **ORDERED**.

DATED: April 29, 2020

A handwritten signature in black ink, appearing to read "Michael B. Kaplan".

Honorable Michael B. Kaplan
United States Bankruptcy Judge

Debtors: Arkeith J. Smith, Sr. and Cyntrina S. Hall-Smith
Case No.: 19-21795-MBK
Caption of Order: **CONSENT ORDER RESOLVING MOTION TO VACATE AUTOMATIC STAY**

THIS MATTER having been opened to the Court upon the Motion to Vacate the Automatic Stay and Co-Debtor Stay (“Motion”) filed by Global Lending Services LLC (“Creditor”), and whereas the Debtor and Creditor seek to resolve the Motion, it is hereby stipulated and agreed to that:

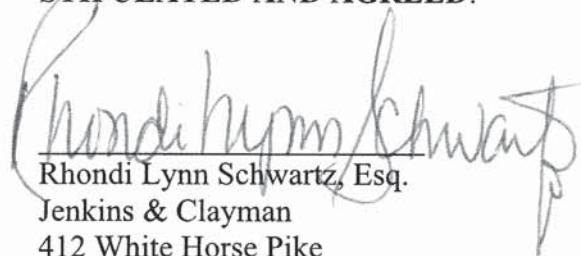
1. Creditor is the holder of the underlying loan secured by a lien on the following property: **2012 Toyota Venza; VIN: 4T3BK3BB0CU067295** (“Property”).
2. The total post-petition arrearage as April 14, 2020 was \$2,741.28.
3. The automatic stay provided under 11 U.S.C. §362(a) shall remain in effect as to Creditor’s interest in the Property provided that the Debtors comply with the following:
 - a. Beginning with the May 2020 payment, cure the post-petition arrearage by making six (6) consecutive monthly payments in the amount of \$456.88 by the 23rd day of each month; and
 - b. In addition to the above payments, beginning with the May 2020 payment, resume making the ongoing contractual payment of \$456.88 on or before the 9th day of each month until the loan is paid in full; and
 - c. Remain current on all post-petition payment obligations, as well as all payments being paid through the Chapter 13 Plan.
4. All payments due hereunder shall be sent directly to Creditor at the following address: **Global Lending Services LLC, 1200 Brookfield Boulevard, Sue 300, Greenville, SC 29603.**

5. The Debtors will be in default under the Consent Order in the event that the Debtors fail to comply with the payment terms and conditions set forth in above Paragraph and/or if the Debtors fail to make any payment due to Creditor under the Chapter 13 Plan.

6. If the Debtors fail to cure the default within thirty (30) days from the date of default, Creditor may submit a Certificate of Default to the Court on fourteen (14) days' notice to counsel for Debtors and the Chapter 13 Trustee for an order lifting the automatic stay imposed under 11 U.S.C. § 362(a) and permitting Movant to exercise any rights under the loan documents with respect to the Property.

7. Movant is awarded reimbursement of attorney fees and costs in the amount of \$250.00 and \$181.00, respectfully to be paid through the Chapter 13 Plan.

STIPULATED AND AGREED:



Rhondi Lynn Schwartz, Esq.
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/s/Gavin N. Stewart
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Dated this 28⁺ day of April 2020.